



BOOKING TERMS AND CONDITIONS

1. Introduction

1.1. These Booking Terms and Conditions together with the House Rules <https://buckinghamandlloyds.com/wp-content/uploads/2022/12/BL-House-Rules.pdf> apply to all bookings of Accommodation made with Buckingham & Lloyds Limited, whether through our Website or via telephone, email or mobile app.

1.2. Please read these Booking Terms and Conditions and the House Rules carefully. In particular, your attention is drawn to the Exclusions and Limitations of Liability set out in paragraph 10 below. By making a booking with us or staying in our Accommodation you agree that you accept these Booking Terms and Conditions and the House Rules.

1.3. Where there is any inconsistency between these Booking Terms and Conditions and the House Rules and any other terms and conditions previously applicable to the booking of Accommodation on the Website, the Booking Terms and Conditions and the House Rules for the booking of the Accommodation shall take priority unless specified otherwise.

2. Definitions

"Accommodation" means the serviced apartment(s) provided for your use under your Booking

"Agreement" means these Booking Terms and Conditions and the House Rules and references to "this Agreement" shall be construed accordingly

References to **"B&L"**, **"us"**, **"we"**, **"our"** means to Buckingham & Lloyds Limited (registered in England with company number 10206451 with its registered office at Lynton House, 7-12 Tavistock

"Booking" means an offer from you to us to reserve the Accommodation on the terms of this Agreement following provision of sufficient information from you to enable us to complete our telephone or website provisional booking process

"building" means the building that your Accommodation is situated within and forms part of

"Website" means www.buckinghamlloyds.com

References to **"you"** **"your"**, **"client"**, **"guest"** means to the person who has made the Booking for Accommodation with us, or the persons and/or legal entity on behalf of whom the reservation is made and includes any adult member who will be staying in the Accommodation

3. Contract terms

3.1. By placing a Booking with us or staying with us, you confirm that you accept that this Agreement will apply to you and to anyone else who will be staying at the Accommodation under your Booking.

3.2. If you are placing a Booking in the name of a partnership, company or other legal entity, you confirm that you have the right and authority to place the Booking and to accept this Agreement on behalf of such partnership, company or other legal entity.

3.3. It is your responsibility to ensure that all details you provide us with when placing a Booking are complete and accurate. We do not accept liability for any incomplete and/or inaccurate information provided to us.

3.4. The actions and omissions of any visitor to the Accommodation are your responsibility and you will be held accountable for any visitor's breach of this Agreement.

4. Bookings

4.1. Bookings may be made via the Website, by telephone (+44 (0)203 567 1060) or by email sent to reception@buckinghamandlloyds.com

4.2. All Bookings are subject to this Agreement and will not be binding upon us until you have received confirmation from us by email and you have made payment in accordance with paragraph 5.

4.3. The Accommodation you request in your Booking may not be the exact apartment provided for your stay but it will be of an equivalent or higher standard and category.

4.4. Bookings are subject to the availability. If the requested Accommodation or Accommodation of an equivalent or higher standard and category in our building is unavailable we will send you an email stating that your Booking has not been made and we will endeavour to offer you suitable alternative accommodation.

4.5. We reserve the right to reject any Booking at any time and, if we do so, you will be notified. We accept your Booking when we issue our Booking confirmation email to you.

4.6. Our rates are subject to change without notice unless otherwise agreed by us in writing. VAT is charged as appropriate.

4.7. No Children under the age of 18 will be allowed to check-in to the Accommodation unaccompanied. We reserve the right to refuse entry on this basis.

4.8. We do not accept Bookings from stag and/or hen parties.

5. Payment

5.1. You must pay in full when placing a Booking, unless otherwise indicated by us during the Booking process. Late payments may result in your Booking being suspended or cancelled.

5.2. Payment should be made in Pounds Sterling by credit or debit card. Please note that any credit or debit card fees are not refundable.

5.3. Any credit or debit card used to place a Booking must belong to you or be used by you with the consent of the owner and there must be sufficient funds or credit available to cover the cost of the Booking. We reserve the right to obtain validation of any credit or debit card details or verification of the authenticity and ownership before accepting any Booking.

5.4. If you decide to pay for Accommodation or any of our services using an American Express credit card and amount is more than £10,000, a handling fee of 4% of the total amount will apply.

5.4. If the Booking is made via a third party ("**Booking Provider**") to secure your Booking, payment in full must be received by us in cleared funds in accordance with the terms of the Booking Provider. Should payment of the full amount not reach us within the outlined time given by your Booking Provider before your arrival date we reserve the right to cancel any Booking made and any deposit paid will be forfeited.

5.5. If you fail to pay any sum that is due for your Booking under this Agreement when due, then you will on demand pay us interest on the unpaid sum in accordance with (if you are a business) the Late Payment of Commercial Debts (Interest) Act 1988 (as amended) or (if you are a consumer) 4% above the Barclays Bank PLC's base rate at the time. Such interest shall accrue daily from the due date until we receive payment in full cleared funds, whether before or after any judgement.

5.6. We draw your attention to paragraph 6 below concerning pre-authorisations and security deposit which may apply to your Booking.

6. Security Deposit

6.1. All confirmed Bookings will require a security deposit of between £500 to £2000, depending on the Accommodation booked and notified to you ("**Security Deposit**").

6.2. At or prior to check-in we will debit the Security Deposit from your credit or debit card. Please note that we do not accept any cash payments for the Security Deposit.

6.3. Subject to any deductions as set out at paragraph 7 below, the Security Deposit paid will be returned to you in full to the payment method used for payment upon the Accommodation being returned to us in accordance with the terms of this Agreement. Please be aware this refund may take up to five working days or longer for processing and is dependent on your banking provider.

7. Additional Charges

7.1. **Additional charges** which may be deducted from the Security Deposit or become payable include:

- those items specified in the Booking or in this Agreement as being an Additional Charge;
- any costs arising out of incidental and/or dilapidation charges including but not limited to breakages, damages, additional cleaning and/or further accommodation charges together with our administration fees associated with repairing or dealing with the loss or damage; and/or
- any costs you are otherwise liable to pay to us for under this Agreement,

("Additional Charges").

7.2. Additional Charges will be deducted from the Security Deposit prior to, at or following check-out.

7.3. A written statement of any such Additional Charges will be provided by email within 7 working days. The balance of the Security Deposit will be refunded following check out. Should the Additional Charges exceed the sum of the relevant Security Deposit taken, you hereby authorise us to make an additional charge from your debit or credit card for the excess amount. If no credit or debit card was used in the Booking, you must pay Additional Charges by another means acceptable to us. All Additional Charges are due on the check-out date unless the context otherwise requires.

7.4. In the event that payment under the debit/credit card is declined or no card details are provided, we reserve the right to invoice you directly for any Additional Charges.

7.5. If you fail to pay any Additional Charge within 14 days of the date of our invoice requiring payment of the same, you will incur an administration fee of £50 to cover the costs of sending our debt collection letter, which will follow.

7.6. If you are in breach of this Agreement at any point during your Booking and/or within 48 hours of check-out, you will forfeit the full Security Deposit paid to us.

8. Cancellations

8.1. If the terms and conditions applicable to the rate you have booked allow for cancellation, you may cancel (subject to any cancellation charges) your Booking prior to the arrival date by written notice sent to reception@buckinghamandlloyds.com or by calling us on +44(0)203 567 1060, in each case quoting your Booking reference number.

8.2. Unless specified otherwise in your Booking, the following notice and cancellation charges apply:

8.2.1. Notice of cancellation received by us before 3pm on the day prior to the day of the booked arrival date – No charge.

8.2.2. Notice of cancellation received after 3pm on the day prior to the day of the booked arrival date – Booking charged in full

8.2.3. No show on date of arrival – Booking charged in full

8.3. No refunds or amendments will be made for a Booking booked under non-refundable reduced rates.

8.4. If you received a special rate for a long-period Booking, and you reduce your Booking length, we reserve the right to re-invoice your entire stay at the standard apartment rate backdated to the date of check-in.

8.5. If you wish to check out of your Accommodation prior to your confirmed departure date you must notify us. We shall be entitled, at our sole discretion, to treat the early departure as a cancellation.

8.6. In the event that we are unable to provide you with the Accommodation detailed in your Booking confirmation, we will endeavour to offer you alternative accommodation of similar standards at no additional charge.

8.7. In the unlikely event we must cancel or make changes to your Accommodation for any reason, we will promptly contact you to explain what has happened and inform you of the cancellation or change. If possible, we will offer alternative accommodation of similar standards, but should these alternatives be unacceptable to you, the Booking will be treated as cancelled and we will refund any money you have paid to us with 14 days of any cancellation.

8.8. We shall not be liable for changes, cancellations or any other effect on your Booking due to events beyond our reasonable control, including (by way of example only but not limited to) terrorist activity, industrial disputes, natural or man-made disasters, fire and adverse weather conditions.

8.9. Your Booking may also be cancelled and this Agreement terminated with immediate effect if:

8.9.1. the accommodation fee is not paid on the payment day;

8.9.2. if you are in breach of any of the terms and conditions set out in this Agreement; or

8.9.3. the Client becomes bankrupt, has an administration order made against him or her or has a judgement enforced or entered against him or her,

with the period of notice given and the proportion of any refund being at our discretion.

8.10. If we terminate this Agreement in accordance with paragraph 8.9, you may be required to vacate the Accommodation immediately. You must still comply with your obligations in this Agreement.

8.11 Termination of this Agreement shall be without prejudice to our rights in respect of any previous breach of your obligations under this Agreement.

9. Amendments

9.1. You may request amendments to your Booking by sending a written request to reception@buckinghamandlloyds.com. We have no obligation to agree to any requested amendment but we will use our reasonable endeavours to accommodate your requests for alterations of your Booking, subject to availability.

9.2. An amendment will be accepted when you receive confirmation of the amendment by email. Amendments to your Booking may be subject to further charges and additional payments which will be notified to you prior to final confirmation of an amendment to your Booking.

10. Exclusions and limitations of liability

10.1. Nothing in this Agreement shall exclude or restrict our liability for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be so limited under any applicable law.

10.2. Subject to paragraph 10.1, we shall not be liable, whether in contract, tort, negligence, breach of statutory duty or otherwise for loss of data, profit, revenue, use, business, anticipated savings, goodwill, reputation or opportunity, financial or other economic loss or any indirect or consequential loss or damage, costs or expenses whatever or however arising out of or in connection with:

10.2.1. the provision of the Accommodation and/or services that B&L provide; or

10.2.2. any non-availability or use of our Website or any reliance on its contents.

10.3. Subject to paragraphs 10.1 and 10.2, our total liability, whether in contract, tort, negligence, breach of statutory duty or otherwise, for any loss or damage, costs or expenses arising directly in connection with:

10.3.1. the provision of Accommodation and/or services that B&L provide; or

10.3.2. any non-availability or use of our Website or any reliance on its contents,

shall not exceed an amount equal to the fees paid to us in respect of your Booking.

10.4. If the limitation on our liability set out in paragraph 10.3 is adjudged to be unreasonable in the circumstances, the limit of our liability shall be increased to the amount that we can recover from our insurer for the loss in question.

10.5. Where we fail to provide Accommodation as reasonably expected under this Agreement, we will not be held responsible for any failure or interruption of services to the Accommodation, for example, gas, water, and electricity, lifts, or for any damage, disturbance or noise caused as a result of maintenance work being carried out in any part of the building or neighbouring properties.

11. Statutory Rights

Nothing in this Agreement shall affect your statutory rights if you are booking the Accommodation as a consumer (e.g., if you are not booking the Accommodation on behalf of a business or its employees).

12. Privacy and Data Protection

12.1. Introduction

We are required to gather certain personal data about you and any guests at the building for the purposes of satisfying operational and legal obligations. We are committed to keeping the information you provide to us in a secure manner and your personal data will be subject to the appropriate legal safeguards as specified in our Privacy Policy <https://buckinghamandlloyds.com/privacy-policy/> This policy may change from time to time, and we will advise you of any material changes by email where we hold your email address.

12.2. Ways in which we collect your data

There are a number of ways that we collect data including:

- When you use our Website on any device to make a booking, enquiry or request;
- When you contact our central reservations office by phone, email or WhatsApp to make a booking, enquiry or request;
- When you subscribe to our mailing list via our website;
- When you engage with us on our social media channels;
- When you sign up to participate in a competition we operate;
- When you complete the standard registration form during the check-in process;
- When you log on to access the free WiFi at the Accommodation;
- When you choose to engage with surveys about your experience at our Accommodation either during or after your stay;
- When you visit any of our Accommodation and your image is recorded by our CCTV system.

12.3. How we use your data for your booking

The data you share with us will be used to facilitate your booking and to ensure you have the best possible experience during your stay with us. When you make a booking with us, we record your contact details which enables us to contact you should we need to prior, during and after your booking with us. We also record your stay preferences and any additional information you provide us with so that we are able to prepare for your arrival. This could be an allergy or a personal need or request such as a cot to be provided in the room, or wheelchair access.

This information is stored within our secure system for a period of two years, or longer if you stay with us again within that timeframe.

12.4. Privacy Policy

Please refer to our Privacy Policy <https://buckinghamandlloyds.com/privacy-policy/> for the full privacy policy as it relates to use of our Website and this Agreement.

12.5. How we use your data for marketing

If you choose to opt into our marketing database, we will contact you via email with news, updates and special offers we believe will be of interest to you. We will only add you to our marketing database with your express consent.

You can automatically unsubscribe from our mailing list at any time by clicking on the 'unsubscribe' link found at the bottom of every email we send.

12.6. Staying at the Accommodation

12.6.1. **Checking-in:** When you check-in to the Accommodation, we will request a copy of the credit card which was used to make the reservation and we will also request a matching valid ID. Acceptable forms of identification are: a passport or national ID card. For UK and Irish citizens, a driving licence is acceptable.

We are required by UK law to store the following information for a period of at least one year for each guest over the age of 16 staying with us: full name, nationality, passport number and date of issue.

The information above may be requested for each member of your party over the age of 16, and we reserve the right to refuse entry to persons who cannot provide the information as set out above.

12.6.2. A credit card pre-authorisation will also be taken upon check-in for the Security Deposit and any Additional Charges incurred during your stay.

12.6.3. **CCTV on site:** We operate a closed-circuit television camera (CCTV) system in all communal areas outside and inside our building. We do this for your and our security and for our legitimate interests as a business operating 24 hours a day, 365 days a year.

12.7. our commitment and your rights

12.7.1. The information you have provided to us will solely be used for the purposes outlined above and in our Privacy Policy, will be stored securely, and will never be shared with third parties unless this is required in order to perform a service you have requested (for example, access to our free Wi-Fi in the Accommodation). At no time will your information be shared with any third party for their own marketing purposes.

12.7.2. You have the right to request details of your personal information we have on file at any time by sending an email to reception@buckinghamandlloyds.com or by calling us on (+44 (0)203 567 1060).

You also have the right to have this information removed from our system should you prefer, this can be arranged through the same contact details as above. Before acting on such a request we may take reasonable steps to verify your identity.

13. Notices

13.1. If we need to contact you or to serve written notice on you in connection with this Agreement, we may do so by sending an email to you at the email address provided on booking, or, during your stay, we may leave a written notice for you at the Accommodation.

13.2. If you need to contact us or to serve written notice on us in connection with this Agreement you may do so by sending an email to reception@buckinghamandlloyds.com.

14. General

14.1. The failure or delay by you or us to exercise or enforce any right or remedy under this Agreement shall not operate as a waiver of that right or remedy.

14.2. We will not be deemed to be in breach of this Agreement or held liable to you for any delay in performance or failure to perform any of our obligations to you to the extent that such delay or non-performance is due to any cause beyond our reasonable control.

14.3. We may assign or sub-contract any or all of our rights and obligations under this Agreement without the prior written consent from you at any time.

14.4. No person who is not a party to the Agreement between us and you shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term or condition of it.

14.5. These terms and conditions together with the House Rules <https://buckinghamandlloyds.com/wp-content/uploads/2022/12/BL-House-Rules.pdf>, the general Website Terms and Conditions <https://buckinghamandlloyds.com/wp-content/uploads/2022/12/BL-Booking-TCs.pdf> any payment method instructions or any reservation acknowledgement (the “Contract Documents”), constitute the entire agreement between us and you with respect to access to and use of this Website, the Booking of the Accommodation and your use of the Accommodation. You confirm and acknowledge that you have not been induced to place any booking by any representation, warranty, or undertaking made by us or any other person and you waive any rights that you may have to damages or rescission for misrepresentation (other than fraudulent misrepresentation) that are not expressly incorporated in the Contract Documents.

14.6. You agree to indemnify us and will keep us indemnified on demand for all claims, liabilities, losses, costs and expenses (including legal fees) incurred or suffered by us (except any incurred as a result of our fault) in connection with this Agreement or in connection with any use or misuse of the Accommodation, except for personal injury or death caused by our act or omission.

14.7. If any provision or term of this Agreement shall become or be declared unlawful, invalid or unenforceable, in whole or in part, for any reason whatsoever, such provision or term or such part of it shall to that extent be severed from the remaining terms and conditions and deemed to be deleted from them as far as possible without modifying or affecting the legality, validity or enforceability of the remaining terms and conditions, which will remain in full force and effect.

14.8. This Agreement and the subject matter of this Agreement shall be governed by and construed in accordance with English law and any dispute arising out of this Agreement and the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the English Courts.

15. Complaints

15.1. All complaints should be notified as soon as possible to us (contact details below), and we will do our best to resolve them in a timely manner.

15.2. You should put your comments in writing and email or post to the relevant address below within 7 days of end of your stay.

Buckingham & Lloyds, 35 Hyde Park Gate, London, SW7 5DN
reception@buckinghamandlloyds.com

15.3. We shall not have any liability for any complaint submitted after 7 days of the end of your stay.

16. Statutory and regulatory disclosures

16.1 Our VAT number is 286 4436 71.

16.2. We are registered in England and Wales under company registration number 10206451, and our registered office is at Lynton House 7-12 Tavistock Square, London, WC1H 9BQ. Our principal place of business is at HB Willow, opposite 49 Blomfield Road, London, W9 2PD

16.3 You can contact us:

- by post, using the postal address given above
- using our website contact form
- by telephone, on the contact number published on our Website
- by email, using the email address published above and/ or on our Website.

